

Panaji, 9th September, 2021 (Bhadra 18, 1943)

SERIES II No. 24

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Order

No. 15-34-AH/NLM/2021-22/3151

Government of Goa is pleased to constitute with immediate effect the State Level Executive Committee (SLEC) & Expert Group for the State of Goa for implementing the National Livestock Mission (NLM) with the following members.

I. State Level Executive Committee (SLEC)

State Animal Husbandry Department is pleased to constitute a State Level Committee (SLEC) comprising of the following members:-

- | | |
|-------------------------------------|------------------------------------|
| a) Secretary (AH) | — Chairman. |
| b) Director | — Member Secretary. |
| c) Deputy Director (CSS) AH & VS | — Nodal Officer for the Programme. |
| d) Deputy Director (Incharge North) | — Member. |
| e) Deputy Director (Incharge South) | — Member. |

State Level Executive Committee (SLEC) shall oversee the overall activities of the NLM Scheme of State and shall have the following functions.

1. The State Implementing Agency of the State Animal Husbandry Department will invite proposals through Expression of Interest (EOI) from eligible beneficiaries/agencies including the Entrepreneurship proposal.
2. The SLEC will examine the project proposals submitted by beneficiaries and State agencies, for approval and will confirm the availability of State Share and beneficiary contribution if any as per the specific Scheme guidelines and will forward the same to NLM division of Department

of Animal Husbandry and Dairying Ministry of Fisheries, Animal Husbandry and Dairying, Government of India for consideration and approval.

II. Expert Group:

- | | |
|------------------------------------------------------------------------|-------------|
| 1. Director (AH) | — Chairman. |
| 2. Director-ICAR-CCARI | — Member. |
| 3. Director, Agriculture | — Member. |
| 4. Managing Director, Goa State Co-operative Milk Producers Union Ltd. | — Member. |
| 5. Deputy Director (CSS) AH & VS (Nodal Officer) | — Member. |

Expert Group shall have the following functions:

The Expert Group will examine the project submitted by the eligible institutes or organizations with regard to its feasibility, cost of the project, and technical aspect as proposed by the organization and economic benefit of the project. The Expert Group, after examination of the project, shall recommend the project for the grants for the consideration of the Empowered Committee. The Expert Group shall also co-opt subject matter specialist in the group if need be.

This Notification comes into force with immediate effect.

By order and in the name of Governor of Goa.

Dr. *Agostinho Misquita*, Director & ex officio Jt. Secretary (AH).

Panaji, 03rd September, 2021.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 3/6/2017/Urban/TS II/SZ/RCS/1474

Read: 1. Notification No. 3/3/Urban Credit/TS II/PZ/2017/RCS/Suppl/5306 dated 10-02-2020.

2. Your office letter No. 29-12/20/ADT/
/ARSZ/Recovery/Sales Officer/2007 dated
12-01-2021.
3. This office O.M. No. 3/6/2017/Urban/
/TS II/SZ/RCS/3592 dated 28-01-2021.
4. Your office letter No. 24-91-94/ADT/ARSZ/
/Urban/Suppl/2399 dated 17-02-2021.
5. This office Memorandum No. 3/6/2017/
/Urban/TS II/SZ/RCS/4420 dated 25-03-2021.
6. Your office letter No. 24-91-94/ADT/
/ARSZ/Urban/Suppl/769 dated 04-08-2021.

In exercise of powers conferred upon me vide Notification read at Sr. No. 1 above, the Chief Executive Officer of Shri Narcinva Urban Co-operative Credit Society Ltd., Katkar's Guru Ashish Bldg., 1st floor, Rua Clovis Costa, Margao-Goa is hereby empowered to act as Sale-cum-Recovery Officer as provided under sub-section (1) of Section 91D of the Goa Co-operative Societies Act, 2001, in relation to the recovery of debts and to attach and sell the property of defaulters or to execute any decree by attachment and sale of property and execution of all recovery orders of decree holder viz. Shri Narcinva Urban Co-operative Credit Society Ltd., Katkar's Guru Ashish Bldg., 1st floor, Rua Clovis Costa, Margao-Goa passed by the Assistant Registrar of Co-operative Societies, Arbitration/Execution or the Nominee of Registrar. This appointment is subject to following conditions:-

1. The Officer empowered with the powers of Sales-cum-Recovery Officer shall work under the general guidance, superintendence and control of the Assistant Registrar of Co-operative Societies, Arbitration/Execution, South Goa District, Margao-Goa.
2. He shall follow all the procedures as laid down under the Goa Co-operative Societies Act, 2001 and the Goa Co-operative Societies Rules, 2003 or in compliance with any other relevant provisions of any other Act/Rules and also bye-laws of the society concerned while execution of decree.
3. The Board of Directors of the society shall be fully responsible alongwith the Chief Executive Officer for any acts in contravention of the Act, Rules and Bye-laws.
4. The Board of Directors shall review the performance of the Chief Executive Officer every month and ensure compliance.
5. This Order shall remain in force for one year from the date of its issue and the same can also

be withdrawn at any stage without assigning any reasons thereof.

Arvind B. Khutkar, Registrar (Co-operative Societies).

Panaji, 31st August, 2021.

Order

No. 3/23/Urban Credit/TS-II/PZ/2021/RCS/1447

- Read: 1. Circular No. 6-13-81/EST/RCS/Part V/
/5833 dated 06-03-2020.
2. This office Order No. 21-1-99-TS/
/Shiroda/RCS/1437 dated 31-07-2020.
3. Letter No. SUCCS/AIRN/2021-22/18
dated 06-07-2021.

In exercise of powers under Section 123B of the Goa Co-op. Societies Act, 2001, I, Registrar of Co-op. Societies, Panaji-Goa hereby extend the term of Adv. Sagar R. Parab, Tisk, Ponda-Goa as Registrar's Nominee of the Shiroda Urban Co-operative Credit Society Ltd., Shiroda-Goa appointed vide Order at Sr. No. 2 above for further period of one year with effect from 01-08-21, to adjudicate the disputes referred to him by the society.

The Registrar shall reserve the right to withdraw the Order at any stage without assigning any reason thereof.

The other condition mentioned in the Order referred to at Sr. No. 2 above shall continue to be in-force.

Arvind B. Khutkar, Registrar (Co-operative Societies).

Panaji, 27th August, 2021.

Order

No. 3/10/Urban Credit/TS-II/PZ/2018/RCS/1450

- Read: 1. Notification No. 3/3/Urban Credit/PZ/
/2017/RCS/Suppl/5306 dated 10-02-2020.
2. This office Order No. 3/10/Urban Credit/
/TS-II/PZ/2018/RCS/1292 dated 16-07-2020.
3. Letter No. SPUCCSL/108/2021-22 dated
15-06-2021.

In exercise of powers conferred upon me vide Notification read at Sr. No. 1 above, the term of the General Manager of the Shiroda Progressive Urban Co-operative Credit Society Ltd., Shiroda-Goa appointed and empowered vide Order at Sr. No. 2 above to act as Sale-cum-Recovery Officer as provided under sub-section (1) of Section 91D of the Goa Co-operative Societies Act, 2001, is hereby extended for further period of one year.

The other condition mentioned in the Order referred to at Sr. No. 2 above shall continue to remain in-force.

The Registrar shall reserve the right to withdraw the Order at any stage without assigning any reason thereof.

Arvind B. Khutkar, Registrar (Co-operative Societies).

Panaji, 27th August, 2021.

Department of Education, Art & Culture
Directorate of Education

Notification

(F.N. SCERT/GTET/2018/744/2952)

In view of the Notification No. F. No.-61-1/2011/NCTE (N&S) dated 29-07-201, published in the Gazette of India, Extraordinary, Part-III, Section-4, No.158 dated 02-08-2011 regarding minimum qualifications for a person to be eligible for appointment as a teacher in Class I to VIII in a school referred to in Clause (n) of Section 2 of the Right of Children to Free and Compulsory Education Act, 2009 (Central Act 35 of 2009), the Government of Goa is pleased to declare that the persons desire to be teachers in Class I to VIII (Elementary) shall be required to qualify the Goa Teacher Eligibility Test (GTET). GTET will be conducted by SCERT, Goa from 2021 onwards.

The Test shall consist of Two papers: Paper-1-for those who wish to be teachers in Classes I-V and Paper-II-for those who wish to be teachers in Classes VI-VIII. The date of Examination for both Paper I & Paper II of GTET will be conducted separately as announced by State Council of Educational Research & Training, Porvorim-Goa time to time from 2021 onwards. The eligibility criteria to appear in the test, the test structure, content, language, certification, applicability etc. are given below:

1. Eligibility to appear in GTET:

1.1 GTET-Paper-I (for Primary Stage: Classes I-V):

Senior Secondary (or its equivalent) with at least 50% marks and passed or appearing in final year of 2-year Diploma in Elementary Education (by whatever name known).

OR

Senior Secondary (or its equivalent) with at least 45% marks and passed or appearing in final year of 2-year Diploma in Elementary Education (by whatever name known), in accordance with the

NCTE (Recognition Norms and Procedure), Regulations, 2002.

OR

Senior Secondary (or its equivalent) with at least 50% marks and passed or appearing in final year of 4-year Bachelor of Elementary Education (B.El.Ed).

OR

Senior Secondary (or its equivalent) with at least 50% marks and passed or appearing in final year of 2-year Diploma in Education (Special Education).

OR

Graduation with at least 50% marks and Bachelor of Education (B.Ed.).

“(a) who has acquired the qualification of Bachelor of Education from any NCTE recognized institution shall be considered for appointment as a teacher in classes I to V provided the person so appointed as a teacher shall mandatorily undergo a six month Bridge Course in Elementary Education recognized by the NCTE, within two years of such appointment as primary teacher”).

1.2 GTET- Paper-II (for Elementary/Upper Primary Stage: Classes VI-VIII).

Graduation and passed or appearing in final year of 2-years Diploma in Elementary Education (by whatever name known).

OR

Graduation with at least 50% marks and passed or appearing in Bachelor of Education (B.Ed).

OR

Graduation with at least 45% marks and passed or appearing in Bachelor of Education (B.Ed), in accordance with the NCTE (Recognition Norms and Procedure) Regulations issued from time to time in this regard.

OR

Senior Secondary (or its equivalent) with at least 50% marks and passed or appearing in final year of 4-year Bachelor in Elementary Education (B.El.Ed).

OR

Senior Secondary (or its equivalent) with at least 50% marks and passed or appearing in final year of 4- year B.A./B.Sc.Ed or B.A.Ed/B.Sc.Ed.

OR

Graduation with at least 50% marks and passed or appearing in B.Ed. (Special Education).

OR

Any candidate having qualified B.Ed. Programme recognized by the NCTE is eligible to appear in GTET.

Moreover, as per the existing TET guidelines circulated vide NCTE letter dated 11-02-2011, a person who is pursuing any of the teacher education courses (recognized by the NCTE or the RCI, as the case may be) specified in the NCTE Notification dated 23rd August, 2010 is also qualified to appear in the GTET.

Note:

i. Relaxation up to 5% in the qualifying marks in the minimum Educational Qualification for eligibility shall be allowed to the candidates belonging to reserved categories, such as SC/ST/OBC/Differently abled.

ii. Diploma/Degree Course in Teacher Education: For the purposes of this Notification, a Diploma/Degree course in teacher education recognized by the National Council for Teacher Education (NCTE) only shall be considered. However, in case of Diploma in Education (Special Education) and B.Ed. (Special Education), a course recognized by the Rehabilitation Council of India (RCI) only shall be considered.

iii. Training to be undergone: A person with D.Ed (Special Education) shall undergo, after appointment, an NCTE recognized 6-month Special Programme in Elementary Education.

iv. The minimum qualifications referred above apply to teachers of Languages, Social Studies/Social Science, Mathematics, Science etc. In respect of teachers for Physical Education, the minimum qualification norms for Physical Education teachers referred to in NCTE Regulation, dated 3rd November, 2001 (as amended from time to time) shall be applicable. For teachers of Art Education, Craft Education, Home Science, Work Education, etc. the existing eligibility norms prescribed by the State Governments and other school managements shall be applicable till such time the NCTE lays down the minimum qualifications in respect of such teachers.

v. A person who is pursuing any of the teacher education courses (recognized by the NCTE or the RCI, as the case may be) specified in the NCTE Notification dated 29th July, 2011 shall be eligible for appearing in the GTET.

2. Structure and Content of GTET:

All questions in GTET will be Multiple Choice Questions (MCQs), with four alternatives out of which one answer will be most appropriate. Each question will carry one mark and there will be no negative marking for wrong response.

There will be two papers of GTET:

(i) Paper I will be for a person who intends to be a teacher for classes I to V.

(ii) Paper II will be for a person who intends to be a teacher for classes VI to VIII.

Note: A person who intends to be a teacher for both levels (classes I to V and classes VI to VIII) will have to appear in both the papers (Paper I and Paper II).

2.1 Content: Paper-I Primary Stage (For Classes I to V)

(Duration: 150 Minutes).

(i) Child Development and Pedagogy (Compulsory)	30 MCQs	30 Marks.
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(ii) Language I (Compulsory)	30 MCQs	30 Marks.
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(iii) Language II (Compulsory)	30 MCQs	30 Marks.
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(iv) Mathematics	30 MCQs	30 Marks.
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(V) Environmental Studies	30 MCQs	30 Marks.
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Total:	150 MCQs	150 Marks.
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Nature and standard of questions:

- The test items on Child Development and Pedagogy will focus on educational psychology of teaching and learning relevant to the age group of 6-11 years. They will focus on understanding the characteristics and needs of diverse learners, interaction with learners and the attributes and qualities of a good facilitator of learning.

- The test items in Language I will focus on the elements of language, communication and comprehension abilities.

- The test items in Language II will focus on the elements of language, communication and comprehension abilities.

- Language II will be a language other than Language I. English is treated as Language I in GTET and for Language II a candidate may choose either Konkani or Marathi.

- The test items in Mathematics and Environmental Studies will focus on the concepts, problem solving abilities and pedagogical understanding and applications of the subjects. In all these subject areas, the test items will be evenly distributed over different divisions of the syllabus (Appendix I) of that subject prescribed for classes I-V by the SCERT.

- The subject content questions will be based on the topics prescribed in syllabus of the SCERT for classes I-V but their difficulty level as well as linkages, could be up to the Secondary stage.

2.2 Content: Paper-II Elementary Stage (For Classes VI to VIII).

(Duration: 150 Minutes).

(i) Child Development & Pedagogy (Compulsory)	30 MCQs	30 Marks.
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(ii) Language I (Compulsory)	30 MCQs	30 Marks.
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(iii) Language II (Compulsory)	30 MCQs	30 Marks.
(iv) Mathematics and Science (for Mathematics and Science teacher)	60 MCQs	60 Marks.
(V) Social Studies/Social Science (for Social Studies/Social Science teacher) For any other teacher- either (IV) or (V)	60 MCQs	60 Marks.
Total:	150 MCQs	150 Marks.

Nature and standard of questions:

- The test items on Child Development and Pedagogy will focus on educational psychology of teaching and learning, relevant to the age group of 11-14 years. They will focus on understanding the characteristics, needs and psychology of diverse learners, interaction with learners and the attributes and qualities of a good facilitator of learning.

- The test items in Language I will focus on the elements of language, communication and comprehension abilities.

- The test items in Language II will focus on the elements of language, communication and comprehension abilities.

- Language II will be a language other than Language I. English is treated as Language I in GTET and for Language II a candidate may choose either Konkani or Marathi.

- The test items in Mathematics and Science, and Social Studies/Social Science will focus on the concepts, problem solving abilities and pedagogical understanding and applications of the subjects. The test items of Mathematics and Science will be of 30 marks each. The test items will be evenly distributed over different divisions of the syllabus of that subject as prescribed for classes VI-VIII by the SCERT.

- The subject content questions will be based on the topics prescribed in syllabus of the SCERT for classes VI - VIII but their difficulty level as well as linkages, could be up to the Senior Secondary stage.

3. Language of GTET:

The question paper shall be in English except for language-II. Language-II paper will be in the respective languages.

4. Qualifying Marks for award of GTET Certificate

As per NCTE revised guidelines (Elementary) 2016 for conducting TET and the GTET rules as approved

by the Govt. of Goa a person must score 60 % (90 out of 150) or more in the whole TET to be declared as TET pass.

(a) School managements (Government, local bodies, government aided and unaided) may consider giving concessions to person belonging to SC, ST, OBC, differently abled persons, etc., in accordance with their extant reservation policy.

(b) School managements should give weightage to the GTET scores in the recruitment process however, qualifying the GTET would not confer a right on any person for recruitment/employment as it is only one of the eligibility criteria for appointment.

5. Applicability of GTET

GTET shall be mandatory for appointment of teachers at Elementary stage (i.e. Classes I-VIII) and apply to the following schools within the Jurisdiction of the State of Goa:

- A school established, owned and controlled by Government of Goa or a Local Authority;

- A school receiving grant-in-aid from the Government of Goa to meet whole or part of its expenses; and

- A school not receiving any kind of aids or grants from the Government of Goa to meet its expenses.

6. Validity Period of GTET Certificate:

i. SCERT will issue certificates to all successful candidates qualifying GTET and the certificate shall be valid for life time.

ii. There is no restriction on the number of attempts a person can take for acquiring a GTET Certificate.

iii. A person who has qualified GTET may also appear again for improving his/her score.

iv. Duplicate copy of Marks Statement or GTET Pass Certificate may be issued to desiring candidates in genuine cases by submitting an application stating the cause and by remitting a fee of Rs. 500/- per document plus postal charges as applicable. Application fee shall be paid by way of Demand Draft in favour of Director, State Council of Educational Research and Training, Porvorim, Goa drawn on any nationalized bank, payable at Goa.

7. Examination fee for GTET:

Category	Only Paper-I or II	Both Paper I & II
General/OBC	Rs. 1,500/-	Rs. 2,500/-.
SC/ST/ /Differently Able Person	Rs. 750/-	Rs.1,250/-.

GST as applicable will be charged extra by the banks.

Fee once remitted shall not be refunded or adjusted for future test under any circumstances.

8. Verification of Eligibility:

a) The candidate should satisfy his/her eligibility before applying and shall be personally responsible in case he/she is not eligible to apply as per the given eligibility criteria.

b) If a candidate has been allowed to appear in the Goa Teacher Eligibility Test it does not imply that the candidate's eligibility has been verified by SCERT.

c) Qualifying in GTET shall not confer any right on any person for recruitment as teacher as it is only the eligibility condition along with other eligibility criteria as laid down by the competent authority in accordance with Goa Education Act.

d) All eligibility criteria including the passing of TET shall be finally verified, by the concerned recruiting agency/appointing authority.

By order and in the name of the Governor of Goa.

Sd/-, Director of Education & ex officio Joint Secretary (School Education).

Porvorim, 02nd September, 2021.

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Department of Finance
Directorate of Accounts

Corrigendum

No. DA/ADMN/14-15/2021-22/177

Read: Order No. DA/ADMN/14-15/2020-21/1183 dated 19-10-2021.

In the above cited Order at Sr. No. 3, Column No. 2, the designation of the post appearing as Deputy Director of Accounts may be read as Deputy Director of Accounts/Accounts Officer.

Rest of the contents in the order remain unchanged.

Dilip K. Humraskar, Director (Accounts).

Panaji, 2nd September, 2021.

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Department of Home
Home-General Division

Order

No. 11/03/19-HD(G)/CFF/3176

Read: Order No. 11/03/19-HD(G)/CFF/66 dated 06-01-2020.

The Government of Goa vide order referred above constituted a screening committee comprising of the Officers to sponsor names of the children of freedom fighters from the list maintained by Home Department, Government of Goa in the precedence of seniority by age, suitable to the various posts under the scheme for providing employment in Government, to the children of freedom fighters.

In partial modification of the said order 'Under Secretary (Home-I)—Member Secretary, shall be read as Under Secretary (Home)—Member Secretary', at Sr. No. (4).

All the other content shall remain unchanged.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Home-II).

Porvorim, 31st August, 2021.

Order

No. 2/58/2007-HD(G)/SPCA/Vol.I/3203

In pursuance to Clause 1 of Government order No. 2/58/2007-HD(G)/SPCA/Vol.I/2309 dated 17-06-2021, the Government of Goa hereby appoint Shri Shirish P. Prabhu Lawande, to the post of Member, State Police Complaints Authority with immediate effect.

This issues with the approval of the Cabinet in its meeting LIIId held on 25-08-2021.

The pay and allowances of the Member shall be debited to Budget Head '2070—Other Administrative Services, 105—Special Commission of Inquiry, 02—State Level Police Complaint Authority, 01—Salaries.

By order and in the name of the Governor of Goa.

Pritidas Upasso Gaonkar, Under Secretary (Home-I).

Porvorim, 1st September, 2021.

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Department of Labour

Order

No. 28/18/2021-LAB/292

Whereas, the Government of Goa is of the opinion that an Industrial Dispute exists between the management of M/s. VIC Industries Private Limited, Plot No. 78, Pissurlem Industrial Estate, Pissurlem, Goa, and it's workmen represented by the Akhil Bhartiya Mazdoor Sabha, in respect of the matter specified in the Schedule hereto (hereinafter

referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947 (hereinafter referred to as the "said Act")), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. VIC Industries Private Limited, Plot No. 78, Pissurlem Industrial Estate, Pissurlem, Sattari, Goa, in not conceding the following demands raised by the President, Akhil Bhartiya Mazdoor Sabha, Kennedy House, Ground Floor, Goregaonkar Road, Near Kennedy Bridge, Mumbai - 400 007, is legal and justified?

Charter of Demands

Demand No. 1: Basic scales of pay and flat rise in Basic Scales of Pay:

(A) That effective from April 01, 2019 the existing Basic Scale of pay of every workman should be revised as under:

Grade	Scales of Pay (in Rs.)
I-A	: 5500-350-7250-400-9250-450-11500-550-14250
I	: 5400-330-7050-380-8950-430-11100-530-13750.
II	: 5000-300-6500-350-8250-400-10250-500-12750
III	: 4600-250-5850-300-7350-350-9100-400-11100.

(B) That every workman should be given a flat rise of Rs. 3,000/- (Rupees Three thousand only) per month in the existing Basic Salary as on 30-09-2019. The flat rise of Rs. 3,000/- per month should be added to the Basic Salary of every workman as on 31-03-2019 and should be fitted in the appropriate step of the revised pay scales as in sub-demand (A) above effective from April 01, 2019.

(C) In case any workman reaches maximum of his grade in which he has been classified during the currency of the settlement, such a workman should continue to get his increment/increments on due dates at the same rate as was applicable to him on reaching maximum of his grade.

Demand No. 2: Re-classification:

(a) That the issue of Reclassification of the workmen should be discussed and resolved through mutual discussions between the Sabha and the Company's management at the earliest and in any event within 6 months from the date of signing of this settlement.

(b) In case of an amicable solution is reached in respect of reclassification the workmen should then be reclassified with effect from April 01, 2019.

Demand No. 3: Seniority Service Increments:

Effective from April 01, 2019, the Company should give seniority service increment/ /increments to every permanent workman in their revised wages/salaries grades as mentioned hereinbelow:

For aggregate service of : 2 (Two) service increments on and from 1 year and more but less than 3 years as on 31-03-2019	01-04-2019.
For aggregate service of : 3 (Three) service increments on and from 1 year and more but less than 6 years as on 31-03-2019	01-04-2019.
For aggregate service of : 4 (Four) service increments on and from 6 years and more but less than 9 years as on 31-03-2019	01-04-2019.
For aggregate service of : 5 (Five) service increments on and from 9 years and more but less than 12 years as on 31-03-2019	01-04-2019.
For aggregate service of : 6 (Six) service increments on and from 12 years and more as on 31-03-2019	01-04-2019.

Demand No. 4: Fixed Dearness Allowance:

Effective from April 01, 2019, the existing Dearness Allowance should be increased by Rs. 3,500/- (Rupees Three thousand five hundred only) per workman per month.

Demand No. 5: Variable Dearness Allowance:

Effective from April 01, 2019, every permanent workman should be paid a Variable Dearness Allowance at the rate of Rs. 3.25 per point rise above AICPI base point 200 (1960=100).

The V.D.A. should be calculated and revised on a quarterly basis as per existing system.

Demand No. 6: Incentive Scheme for the Loaders Grade-I:

Effective from April 01, 2019, the existing system of paying incentive to the Loaders should

be revised as under:

Sr. No.	Weight	Rate/Items (in Rs.)
(1)	25 kgs.	2.00.
(2)	50-80 kgs.	2.75.
(3)	100 kgs. barrel	5.00.
(4)	200 kgs. barrel	8.00.
(5)	Jumbo bags- 500-800 kgs.	15.00.
(6)	Per IBC of 1000 ltr.	25.00.

Demand No. 7: Late Working Allowance for Loaders:

(i) Effective from April 01, 2019 Loaders who are required to stay back after working hours, should be paid Late Working Allowance in Grade I at the rate of Rs. 200/- from 06:30 p.m.- 07:30 p.m.

(ii) In case any Loader is required to work after 08:30 p.m. he should also be paid Rs.150/- as Food & Travelling Allowance over and above the Late Working Allowance.

Demand No. 8: Allowances:

Effective from April 01, 2019, the workmen should be paid revised allowances as under:

(A) HOUSE RENT ALLOWANCE:

Effective from April 01, 2019 the existing House Rent Allowance being paid per month to the workmen should be increased by 45% of Basic Salary + Dearness Allowance + Variable Dearness Allowance as House Rent Allowance plus Rs. 450/- (Rupees Four hundred fifty only) per month per workman.

(B) MEDICAL ASSISTANCE ALLOWANCE:

(i) Effective from April 01, 2019, such of the workmen who are not covered under the ESIS and who shall not be covered hereafter, should be paid Rs. 5.75% of his gross salary as Medical Assistance Allowance subject to maximum of 1,500/- (Rupees One thousand five hundred only) per month.

(ii) Those workmen who are covered under the ESIS should be paid Rs. 750/- (Rupees Seven hundred fifty only) per month per workman as Medical Assistance Allowance.

(C) Hazardous Allowance:

Effective from April 01, 2019 the workmen should be paid Rs. 600/- (Rupees Six hundred only) per month per workman as Hazardous Allowance as the workmen are required to handle Hazardous Chemicals every day during the course of their employment.

(D) Late Working Allowance:

Effective from April 01, 2019 the workmen should be paid Late Working Allowance as under:

(a) Rs. 55/- per day for working beyond 06:30 p.m.

(b) Rs. 75/- per day for working beyond 07:30 p.m., and

(c) Rs. 100/- per day for working beyond 8:30 p.m.

In addition thereto the workmen should also be paid Rs. 150/- per day as Food & Travelling Allowance.

(E) Leave Travel Allowance:

Effective from April 01, 2019 the existing Leave Travel Allowance paid to every workman should be increased to Rs. 5,000/- (Rupees Five thousand only) per annum and the same should be paid in the month of June every year.

(F) Washing Allowance:

Effective from April 01, 2019 the existing Washing Allowance should be increased to Rs. 600/- (Rupees Six hundred only) per month per workman.

(G) Food Allowance:

Effective from April 01, 2019, such of the workmen who are required to work on overtime for continuous 16 hours duty or those who are sent for outdoor work beyond Pissurlem should be paid Rs. 200/- (Rupees Two hundred only) as Food Allowance.

(H) Shift Allowance:

Effective from April 01, 2019 every workman who is required to work in 2nd shift should be paid Rs. 55/- (Rupees Fifty five only) per day as Shift Allowance and those who are required to work in Night Shift should be paid Rs. 75/- (Rupees Seventy five only) per day as Night Shift Allowance.

(I) Miscellaneous Allowance:

Effective from April 01, 2019 every Miscellaneous Allowance paid to workmen should be increased by Rs. 600/- (Rupees Six hundred only) per month per workman.

(J) Canteen Allowance:

Effective from April 01, 2019 the existing Canteen Allowance of Rs. 650/- being paid to every workman should be increased by Rs. 300/- (Rupees Three hundred only) per month.

(K) Education Allowance:

Effective from April 01, 2019 the existing

Education Allowance of Rs. 1,160/- being paid to every workman should be increased by Rs. 500/- (Rupees Five hundred only) per month.

(L) Travelling/Conveyance Allowance:

Effective from April 01, 2019 the existing Travelling/Conveyance Allowance being paid to every workman should be increased by Rs. 1,000/- (Rupees One thousand only) per month.

(M) Festival Allowance:

Effective from the year 2019 and thereafter every year the Company should pay to every workman Festival Allowance of Rs. 5,000/- (Rupees Five thousand only) per annum at least 10 days before Ganesh Festival.

(N) Holiday Working Allowance:

Effective from 01-04-2019 in case any workman is required to work on any of the 15 (Fifteen) Paid Holidays, such workman should be paid 2 (Two) days additional wages in addition to his/her normal wages/salaries for the day he/she was required to work. The wages shall include Basic, Fixed D.A. V.D.A. and a substitute off.

(O) Weekly Working Allowance:

Effective from April 01, 2019 if any workman is required to work on Weekly Off, such workman should be 2 (Two) days additional wages in addition to his normal wages and a substitute off.

Demand No. 9: Mediclaim Policy:

Effective from April 01, 2019, the Company should cover every workman and his family members, i.e. wife, children and parents for Rs. 2,00,000/- (Rupees Two lakhs only) and the premium thereof should be borne by the Company.

Demand No.10: Uniform:

Every permanent workman should be provided with 4 (Four) pairs of good quality cloth for the uniform. All other terms and conditions shall remain unaltered.

Demand No. 11: Attendance Bonus:

Effective from April 01, 2019, every workman should be paid Rs. 600/- (Rupees Six hundred only) per month as Attendance Bonus provided the workman remain present on all working days in a month excluding the days of authorized Leave, if any.

Demand No. 12: Bonus-cum-Ex-gratia:

(i) The Company should pay 20% (Twenty percent) Bonus to every workman without any ceiling on amount payable and also on the wages/salaries of the workman.

(ii) The Company should also pay Boni of Rs. 2,000/- (Rupees Two thousand only) to every workman on the occasion of Diwali.

(iii) The Bonus and Boni should be paid to every workman atleast 10 days before Diwali.

Demand No. 13: Safety Shoes, Gum Boots & Rain Coats:

The existing practice should continue with a modification that the same should be provided every year instead of once in 2 years.

Demand No. 14: Employment to next of kin.

The existing practice should continue.

Demand No. 15: Weekly Off Days and Holidays:

The existing practice should continue.

Demand No.16: Group Personal Accident Insurance:

The Company should cover for 24 hours every workman under Group Personal Accident Insurance for an amount of Rs. 10,00,000/- (Rupees Ten lakhs only).

Demand No. 17: Funeral Expenses:

The Company should bear the expenses to the tune of Rs. 12,000/- (Rupees Twelve thousand only) on the death of the workman whilst in employment towards his funeral expenses. These expenses should be paid to his nearest kith or kin.

Demand No. 18: Transport:

(a) Effective from April 01, 2019 all workmen should be provided with free Transport Facility in all shifts "to and fro" as under:

- (i) Pissurlem to Honda to Valpoi.
- (ii) Pissurlem to Honda to Bicholim.

Demand No.19: Upgradation:

Effective from April 01, 2019, all workmen should be eligible for upgradation to the next higher grade with 2 (Two) additional increments every 5 (Five) years of work in respective grades. Such workmen should be upgraded to next higher grade on completion of 5 (Five) years of service.

Demand No. 20: Accident Benefits:

Effective from April 01, 2019, in case any workman meets with an accident either while commuting for reporting to work or while returning back from work or while on duty in company premises, he/she shall be paid all expenses by the Company during his/her respective period of recuperation and till such time he/she is fit to resume work.

Demand No. 21: Gratuity:

The present Gratuity scheme for the workmen/
/staff/chemist should be revised as under:

- | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--------------------------------------------------------------------------------------------------------|
| (A) In case of death or permanent disability (mental or physical or both) | : | 60 (Sixty) days total wages/salaries per each year of service or part thereof in excess of six months. |
| (B) On retirement of employee after attaining age of superannuation viz. 60 years completed or in case of resignation by the employee after 15 years of service | : | 45 (Forty five) days total wages for each year of service or part thereof in excess of six months. |

(C) In all other eventualities Gratuity should be paid as per the Payment of Gratuity Act, 1972 as amended from time to time.

(D) Gratuity should be paid without any ceiling.

(E) For the purpose of computing monetary payment under gratuity in all eventualities following formula should be adapted:

Basic+FDA+VDA+HRA

-----=One day's salary.

26

Demand No. 22: Leave:

The following provisions of Leave should be made effective from the year 2019.

(A) Accident Leave:

In case any workman meets with an accident while on duty and/or during the course of his/
/her employment and required hospitalisation, he/she should be given Accident Leave on full pay for a maximum period of 6 (Six) months.

(B) Casual Leave:

Every workman should be given 15 (Fifteen) days Casual Leave in a financial year with a right to encash full or balance of the leave at the end of the year.

(C) Special Leave:

The Company should give to every workman 5 (Five) days Special Leave with full pay in case of death of his/her nearest kith or kin, i.e. parents, husband, wife, dependent brother, sister & children and the same should be given only on two occasions during his/her service.

(D) Privilege Leave:

- (i) Every workman should be provided with 30 (Thirty) days Privilege Leave in a calendar year.

- (ii) The workman/workmen should be allowed to accumulate Privilege Leave maximum upto 180 days.

- (iii) The workmen should be allowed to encash 75% (Seventy five percent) accumulated leave provided the workmen simultaneously enjoys 5 (Five) days or Privilege Leave at the time of encashment.

(E) Sick Leave:

- (i) Every workman who is either covered under the Employee State Insurance Scheme or not, should be given 15 (Fifteen) days sick leave in a year with full pay with a right to accumulate the same upto 180 (One hundred eighty) days.

- (ii) Sick Leave standing to the credit of the workmen at the time of retirement/
/resignation/death should be encashable.

Demand No. 23: Loan:

Effective from the year 2016, every workman who has put in not less than 5 years of service should be entitled to receive from Loan upto Rs. 75,000/- (Rupees Seventy five thousand only) free of interest and repayable in 90 (Ninety) equal instalments.

Demand No. 24: Paid Holidays:

- (i) The workmen should be given 12 (Twelve) Paid Holidays in a year.
- (ii) These holidays should be fixed by the Company in consultation with the Local Committee Members.

Demand No. 25: Marriage Gift:

Effective from April 01, 2019 a workman service of 3 years and more with the Company should be paid Rs. 5,000/- (Rupees Five thousand only) at the time of his first legal marriage or marriage of his son/daughter twice during his service by the Company.

Demand No. 26: Promotion Policy and Upgradation:

The Company should follow policy of internal promotion and upgradation on the basis of seniority-cum-merit as and when vacancy arises either in natural course or when new vacancy is created in consultation with the Sabha.

Demand No. 27: Salary Advance:

Effective from the year 2016 onwards every workman should be entitled to receive Salary Advance from the Company at the rate of 40% (Forty percent) of their Basic+FDA+VDA subject to maximum of Rs. 6,000/- (Rupees Six thousand only).

Demand No. 28: Period of Settlement:

That the Period of Settlement should be for 3 (Three) years effective from April 01, 2019 to March 31, 2022.

(2) If answer to issue No. (1) above is in negative then, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 23rd June, 2021.

Notification

No. 28/2/2021-LAB/342

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 22-06-2021 in Ref. No. IT/10/2020 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 19th July, 2021.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before **Ms. Bela N. Naik**, Hon'ble Presiding
Officer)

Ref. No. IT/ 10/2020

Workmen,
Rep. by The President,
Bhartiya Kamgar Sena,
C/o Shankar Murari Pandit,
H. No. 86/1(85, Mahalaxmi
Residency,
Behind Kala Bhavan,
Sancoale-Goa-403 ... Workmen/Party I
V/s

M/s Sanofi India Limited,
L-121, Phase III, Verna Industrial
Estate,
Verna, Goa-403 722 ... Employer/Party II
Workmen/Party I represented by Ld. Adv. Shri P. J.
Kamat.
Employer/Party II represented by Ld. Adv. Shri M.
S. Bhandodkar.

AWARD

**(Delivered on this the 22nd day of the month
of June of the year 2021)**

By Order dated 11-03-2020, bearing No. 28/35/
/2019-LAB/224, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

"(1) *Whether the action of the management of
M/s. Sanofi India Limited, Plot No. L-121,
Phase-III, Verna Industrial Estate, Verna, Goa
in not conceding to the following demands
raised by the Bhartiya Kamgar Sena, is legal
and justified?*

CHARTER OF DEMANDS

Demand No. 1. APPLICABILITY:- It is demanded
by the Union that the Revision as per the Charter
of Demands shall be applicable to all the permanent
workmen who are members of the said union and
it shall also be applicable to those probationers
subsequently absorbed as permanent employees
and those employees who become the members of
the Union here after.

Demand No. 2. FLAT RISE/FITMENT:- It is
demanded by the Union that each worker be given
a flat rise of Rs. 5000/- in the basic salary as on 1st
July, 2017. After adding the above flat rise the
revised basic salary so arrived at will be then fitted
the Revised Pay Scale in the respective Grades at
appropriate step.

Demand No. 3. SCALE OF PAY:- It is demanded
by the Union that the original operators were
classified into two grades in the settlement dated
08-07-2014. In the last settlement dated 06-02-2018
the Management Associates, who were working as
operators along with the original operators and
who had become the members of the said Union
during the pendency of adjudication of the Charter
of Demands, were classified in Grade-III which is
below the Grade of original operators and were
given the same scale of pay as that of operators.
The Union also demands that management
associates who have joined the union in the year
2017 onwards be also placed in Grade- III however;
the scale of the pay given to the said operators in
all three grades is one scale of pay. The workers'
demand that based on seniority the scale of pay in
all the three grades be given separately as under:-

Grades and Scale of Pay

- (i) Grade I-Operators-9000-700-12500-800-16500-
-900-21,000-1000-6000-1100-31,500.

- (ii) Grade II—Operators—8000-650-11250-750, 15000-850-19250-950-24000-1050-29250.
- (iii) Grade III— Operators/Management Associates -7000-600-10000-700-13500-800-17500-850-21750-950-26500.

Demand No. 4:-

- (i) **Dearness Allowance:-** It is demanded by the Union that with effect from 01st July, 2017 each workman should be paid fixed Dearness Allowance at 15% of the revised basic.
- (ii) **Variable Dearness Allowance:-** It is demanded by the Union that with effect from 01st July, 2017 each workman should be paid Variable Dearness Allowance at Rate Rs. 5/- per point rise over and above base 1270 points (AAICPI-1982=100). The Variable Dearness Allowance should be revised once every quarter.

Demand No. 5. ALLOWANCES:-

- (i) **House Rent Allowance (HRA):-** It is demanded by the Union that all the workmen should be paid additional House Rent Allowance of Rs. 2000/- per month over and above the existing HRA. The HRA be revised every year at 10% of the basic.
- (ii) **Leave Travel Allowance:-** It is demanded by the Union that each workman should be entitled to Leave Travel Allowance @ one gross salary.
- (iii) **Lunch Allowance:-** It is demanded by the Union that each workman should be paid Rs. 500/- per month over and above the existing amount and also canteen subsidy should be merged with Lunch Allowance.
- (iv) **Education Allowance:-** It is demanded by the Union that all the workman should be paid Education Allowance of Rs. 1000/- per month over and above the existing Education Allowance.
- (v) **Conveyance Allowance:-** It is demanded by the Union that each workman should be paid Conveyance Allowance of Rs. 500/- per month over and above the existing Conveyance Allowance.
- (vi) **Medical Assistance Allowance:-** It is demanded by the Union that those workmen who will go out of the purview of ESI Scheme should be given Rs. 5,000/- per month as Medical Assistance Allowance.
- (vii) **Shift Allowance:-** It is demanded by the Union that each workman should be

paid additional Rs. 50/- for 2nd Shift and Rs. 100/- for 3rd Shift respectively.

- (viii) **Special Allowance:-** It is demanded by the Union that all the operators should be provided with Special Allowance with all revisions as is given to the Management Associates who are working as operators along with the regular operators.
- (ix) **Maintenance Allowance:-** It is demanded by the Union that the Maintenance Allowance of Rs. 500/- p.m should be given to the technicians who are working in Engineering Department.
- (x) **Monsoon Allowance:-** It is demanded by the Union that an amount of Rs. 1000/- per annum should be given as Monsoon Allowance to each workman.
- (xi) **Overtime:-** It is demanded by the Union that the Overtime should be paid on basic DA, VDA and HRA including tea break and lunch for extended hours and on working on Sunday and holidays.

Demand No. 6. LEAVE FACILITIES:-

- (i) **Privilege Leave:-** It is demanded by the Union that all the workmen should be given following privilege leave every year.
 - (a) For first 240 days : 30 days privilege leave.
 - (b) After 240 days : for every 5 working days, one day privilege leave with a right to accumulate for three years and balance privilege leave should be allowed to be encashed.
- (ii) **Causal Leave:-** It is demanded by the Union that all the workmen should be given 15 days Causal Leave in a year with a full pay. Unavailed Casual Leave should be allowed to be encashed.
- (iii) **Sick Leave:-** It is demanded by the Union that all the workmen should be given 15 days Sick Leave in a year with full pay.
- (iv) **Special Leave:-** It is demanded by the Union that special Leave should be granted for chronic illness which is recommended by doctor till the fitness of patient.

Demand No. 7 LOAN:- It is demanded by the Union that each unionized worker should be given loan as under:-

- (i) **Personal Loan** of Rs. 3 lakh at 50% subsidy per annum.
- (ii) **Housing Loan** – all the workmen should be provided a Housing Loan as per requirement by the employee at 50% subsidy per annum.

Demand No. 8. INCENTIVES:- It is demanded by the Union that all the workmen should be paid 1% of the profit per annum.

Demand No. 9. PUNCHING CARD:- It is demanded by the Union that provision of punching card should be made near the security gate.

Demand No. 10. SHIFT TIME:- It is demanded by the Union that in case of three shift workings:-

1st Shift time should be from 08.00 to 16.00 hrs.

2nd Shift time should be from 16.00 to 12.00 hrs.

3rd Shift time should be from 00.00 to 08.00 hrs.

Two time tea break in each shift should be given to each workman.

Demand No. 11. TRANSPORT:- It is demanded by the Union that transport should be provided in all the shifts free of cost. The buses which are transporting the workers from factory to the schedule drop point shall start within 10 minutes of the schedule shifts timings.

Demand No. 12. BONUS AND EX-GRATIA:- It is demanded by the Union that all the workmen should be given 20% bonus on basic DA, VDA and HRA and 20% ex-gratia of their total annual emoluments every year.

Demand No. 13. SERVICE REWARD:- It is demanded by the Union that Company should give Service Reward to the workmen who have completed 5 years, 10 years, 15 years, 20 years. They should be given Rs. 5000/-, Rs. 10,000/-, Rs. 15,000/- and Rs. 20,000/- respectively.

Demand No. 14. WELFARE:-

(i) **Medical Scheme:-**

(a) It is demanded by the Union that all the workmen who are out of Employees State Insurance Scheme should be given unlimited amount for treatment for self, spouse and two dependent children upto the age of 25 years.

(b) Normal day-to-day Medical bills should be claimed after submission of bills amount.

(ii) All the temporary/Casual/Badli workers should be made permanent and absorbed in "Sanofi India Limited, Goa".

(iii) Period of Agreement will be for 3 years only (01-07-2017 to 30-06-2020).

Demand No. 15:-

(i) Company should give time for Union to take meeting in the premises every 3 months.

(ii) Company should allow short leave or late reporting to all the Union members in case of any emergency.

(iii) Seniority increment in basic salary to the seniors, who have completed 10 years, 15 years and above, should be given 2 increments, 3 increments respectively.

(iv) In case of job rotation in the same grade for any union workers, intimation letter should be given to the workers stating type of work and period duly signed by Union leader, President and the rotated employee.

(v) Marriage gift of Rs. 5000/- as token of love should be given to each workman who is getting married.

(vi) Birthday/Marriage Anniversary gift as per company policy.

Demand No. 16. INSURANCE POLICY:- It is demanded by the Union that all the workmen would be covered under the group personal Accident insurance policy. The Accident coverage of each workman should be given an amount of Rs. 5,00,000/- (Rupees five lakhs only). The coverage should be on a 24 hours basis. The terms and conditions prevailing as per the policy shall be binding.

Demand No. 17. LUMP SUM PAYMENT:- It is demanded by the Union that all the workmen should be given one time lump sum amount of Rs. 10,000/- (Ten Thousand only) as a signing incentive.

Demand No. 18. FESTIVAL ADVANCE:- It is demanded by the Union that the permanent workmen should be paid festival advance of Rs. 24,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi, Diwali, Eid or Christmas as per request made by the workmen in writing. The advance should be deducted in 12 equal monthly installments from the salary of the workman.

Demand No. 19. RETROSPECTIVE EFFECT:- It is demanded by the Union that all the above demands should be given from retrospective date i.e. from 1st July, 2017.

Demand No. 20. It is demanded by the Union that Rs. 10,000/- (Rupees ten Thousand only) be granted to each of the workers with effect from 01-07-2017 by way of Interim Relief pending finalization of the Charter of Demands.

Demand No. 21:- It is demanded by the Union that in the night shift, the management should give 15 minutes rest after every hour of working with a reliever operator during the said period.

Note:- All the existing facilities should be

continued as it is and no workmen should be adversely affected as a result of the above demands.

(2) *If not, what relief the workers are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/10/2020 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed Claim Statement at Exhibit 3.

3. In short, the case of the Party I is that the Party I is a registered Trade Union registered under the Trade Union's Act with its registered address at Mumbai, presently represents all the workmen concerned in the present dispute. This Union has formed a unit Committee of the workers of the Sanofi India Limited (for short Goa Unit) which represents the workmen on day to day matters, issues and the grievances of the workmen. That presently Mr. Ajay Phadte is the President, Shri Shankar Pandit is the General Secretary, Mr. Sandeep Gaonkar is the Vice-President, Mr. Navindra Borkar is a Treasurer and Mr. Sunil Kadam is the Joint Secretary of the Goa Unit and the said Union represents about 70 permanent workmen on the rolls of the Company. The said Company M/s Sanofi India Limited is a limited company incorporated under the Companies Act, 1956 having its registered office at Mumbai and the Company presently employs about 230 permanent workmen at their Factory at Verna-Goa which also employs workers on casual, daily basis, temporary and contract workers to do the perenial jobs which are done by the Party I workmen.

4. The Party I further stated that Party II is in the business of manufacturing medicines for the treatment of the patients in several therapeutic areas such as diabetes, cardiology, consumer health care, hospital, central nervous system, anti-histamines, etc. The products manufactured by the Company in India are sold in India as well as exported to many developed as well as developing countries and the Goa Plant includes a brand--Global Development Centre which has the capacity to develop solid dosage formulations for the needs of Whintrop and the Asia-pacific basebusiness. The Goa Unit belongs to the Pharmaceuticals Intercontinental operational unit. The Company employs a very large workforce and there is increase in its business activities and profits year to year and is financially very sound.

5. The Party I states that the said Company started attempting to disrupt the unity of the workmen from the time the new committee of the Union was selected and from the time the

workmen joined the Party I Union and in the year 1998 the Party II had employed 21 Operators in the manufacturing of the products on regular basis and Party II had also employed seven Supervisors/ /Executives for supervising the work of the Operators who were working under the Production Manager. The Party II had employed casual/ /temporary workers, fixed term contracts and through the Contractors who were doing regular work, skilled and unskilled, entrusted to them and such workers were given artificial breaks in order to avoid making them regular though they were doing regular jobs with the Party II and besides these categories of employees, the Party II had no other employees as Management Associates. It is further stated that the Party II started the second shift working from about 2000 for commissioning new Plant I and recruited additional Operators on temporary basis for manufacturing process. That after starting the second shift, the total strenght of regular Operators were about 32 and were rotated in two shifts. The first shift was reshcheduled as 8.00 a.m. to 4.30 p.m. and the second shift was scheduled from 4.00 a.m. to 12 midnight. That in the year 2007 the Plant I was expanded and additional machines were installed to increase the production and on expansion, the Party II employed about 36 additional Operators including the temporaries for the purpose of manufacturing and in the year 2008 the Party II had employed about 60 Operators on regular basis for doing the regular manufacturing processes in two shifts.

6. The Party I states that the Party II commissioned Plant II in the year 2013 and is called manufacturing II (for short Plant II). The Party I states that the process of manufacturing in Plant II is the same and that about seven Operators who were working in Plant I were shifted to Plant II and were doing the same jobs which were done in Plant I. The Party I also states that the workmen of the Party II had formed an Union under the name Hoechst Marion Roussel Goa Plant Employees Union and registered the same under the Trade Unions Act, 1926 under No. 400 dated 08-03-2001. The said Union had signed a settlement on the Charter of Demands on 26-12-2001 which was effective from 01-01-2001 to 30-06-2004. The Operators thereafter joined the membership of the Goa Trade and Commercial Workers' Union (AITUC) in the year 2004 and had signed two settlements dated 30-12-2005 and 24-12-2008 with Party II on the Charter of Demands. The workmen resigned from the said Union and joined the Goa Kamgar Karmachari Sena and thereafter joined the Party I Union.

7. The Party II on realising that the Operators have joined the Party I Union, the Party II discontinued employing the workers as Operators and started employing the workers with the designation as Management Associates with higher benefits than what is paid to the regular Operators though the nature of the work done by the said Associates was the same as that of the Operators. The Party I further states that in the year 2012, the Party II started the 3rd shift from 12 midnight to 8.00 a.m. on the next date. Thus, from the year 2012, the process of manufacturing was continued in three shifts and was being carried out by about 150 Operators, including Operators designated as Management Associates, employed on regular basis. The Party I states that besides the regular Operators, the Party II has also employed Operators, as casual, temporaries, Fixed Term Contract and through Contractors to do the same work which is done by the regular Operators.

8. The Party I further states that on account of introduction of the third shift from 2012, the Party II employed additional Operators with the designation as "Management Associates" and the said Management Associates are also working as Operators with the regular Operators and are doing the same work as is done by regular Operators and that some of the Management Associates are relievers of the Operators. The Party I states that some of the Operators, who were members of the Union and who had left the membership of the Union, were re-designated as Management Associates and were granted Special Allowance in addition to their normal wage and thereafter around the year 2013/14, they were promoted as Supervisors/Officers and the Party II presently employs about 230 Operators on regular basis besides casuals, temporaries, Fixed Term Contracts employees, etc.

9. The Party I states that the settlement dated 06-02-2018 entered into by the Union of the workmen, came to an end and expired on 30-06-2017 and the Union then terminated the said settlement and served fresh Charter of Demands on the Management for better wages and service conditions vide letter dated 16-03-2018 calling upon the Management to negotiate a fresh settlement for a period of 3 years commencing from 01-07-2017 to 30-06-2020. The Party I Union states that the Management adopted an adamant stance of delaying in negotiations on the Union's Charter and revised the wages and special allowance of the Associates who are not members of the Party I Union thereby adopting unfair labour practices and

the Union having no other option, sought intervention of the Dy. Labour Commissioner & Conciliation Officer at Panaji. Even, after several meetings with the Conciliation Officer, the Party II stuck to its adamant attitude and refused to offer any better terms of service in relation to the workmen. However, in the meantime, the Party II started harrasing and victimizing the Committee Members as well as the other members of the Union in various ways without any provocation from the workmen. The Party II also started employing more Operators in the name of Associates and started giving them special allowance over and above their wages. The Party I stated that the Party II kept delaying the negotiations on the Charter of Demands on flimsy grounds until 20-04-2019 when the Conciliation Officer recorded a failure of conciliation and submitted his failure report to the Government and the matter was referred for adjudication by the Hon'ble Tribunal of Goa, Panaji.

10. In the course of the proceedings, the parties filed an application at Exh. 7 colly alongwith a copy of Memorandum of Settlement dated 08-06-2021 under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 stating that they have arrived at a settlement on the subject matter of the above reference with a prayer to pass a consent award in terms of the said settlement.

11. The Terms of Settlement agreed by and between the parties are as follows:

1.0 Objectives, intent and purpose of this settlement

1.1 The purpose of this settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations everywhere in the organization, to sustain and improve efficiency, smooth and uninterrupted operations in the factory and to increase individual and overall productivity all round and ensuring also the welfare of the workmen.

1.2 Recognising the rights and responsibilities of the Company and appreciating that the Company must improve and sustain its competitive status and earning capacity through concerted efforts aimed at improving efficiency and productivity, the workmen agree to render complete, wholehearted and unstinted co-operation in improving

productivity, to improve continuously the quality of the Company's products and to ensure on-time delivery.

1.3 To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that our organization becomes WORLD CLASS, serve customers to international standards, develop technologies related to both process and products, hold our own against competition and to become global in our thinking and approach.

1.4 The parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time and materials and all wasteful practices. For achieving the above objectives and to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage the highest degree of cooperation between the Company and their workmen at all levels.

1.5 It is the intent and purpose of the parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximising production/productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices. In order to achieve this, there shall be appreciation of obligations on either side.

1.6 It is clearly understood and agreed by the Parties hereto that the objectives of the Settlement are not only to ensure harmonious industrial relations resulting in improved productivity and higher earnings to workmen, but also to review, streamline and rationalise various procedures, practices, systems, etc. and to ensure optimum utilisation of all resources, maintain optimum inventory levels, elimination of all wasteful practices and due enforcement of discipline for the sustained stability and growth for achieving the targeted turnover of the company.

2.0 MANAGEMENT ROLE:

In discharging their responsibilities, the Management shall be the providers of direction and long term perspective for the organization. All such necessary performance such as adequate long term and short term planning, required capital expenditure and investments in plant, equipment etc. development and sufficient provision of vital infrastructure facilities such as space and power, development and management of sources of raw material/supplies of input to the Production Unit,

adequate manpower planning and stationing and governance of the Employee population shall be considered as Management responsibilities.

3.0 EMPLOYEE ROLE:

While discharging their responsibilities through their sufficient and effective performance, the Workmen shall co-operate in all initiatives, Lean, Supply Chain Management, Modernisation, change in technology and manufacturing processes, contemporary management techniques and practices and optimising the use of men, material and machinery. Implementation of safety measures and using safety appliances, personal protection equipment's (PPE) etc. workmen agree jointly and severally to extend their full co-operation to the company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance, improving quality and safety at workplace consistently and eliminating wastage and unproductive practices which will hamper production/productivity.

4.0 COLLABORATIVE EFFORTS:

Harmonious Industrial Relations, healthy practices and commitment on either side to resort only to constitutional means to resolve differences, if any, are accepted as prerequisites for successfully steering the Company to establish growth and attain an enviable position in the industry. Both parties firmly believe that joint efforts on the lines referred to above, will enable them to attain their cherished goals.

5.0 APPLICABILITY:

The provisions of this settlement shall be applicable only to all permanent workmen who are members of the union and were on the rolls of the company on the date of submission of the charter of demands dated 2nd May, 2018 (as per the list attached in Annexure A) and no other workmen or employee shall be covered under this settlement. Any confirmed employee who was part of the charter of demand dated 2nd May, 2018 and has resigned from the services of the company or ceased to be in employment for any reason during the term of the settlement will be entitled for an amount proportionate to the period of service rendered during the term of the settlement. They would be paid actual arrears in full and final settlement of all their dues arising out of this settlement. In order to identify such workman an application will be obtained from them. As on the date of signing of this settlement, since the period/tenure of the settlement is already over the benefit would be

given only to members as per the list attached in Annexure A.

It is further agreed between the parties that the provisions of this settlement, however, shall not be applicable to, workmen employed by any of the contractors or those who are employed as retainer/consultant or casual/temporary/part-time workmen for whatsoever job work in whatsoever capacity, they are engaged.

6.0 EMOLUMENTS & COSTING OF THIS SETTLEMENT:

The total cost of the settlement was arrived at and then after agreement between the parties in

mutual interest it was decided to distribute it in the following manner.

6.1 BASIC PAY AND FITMENT:

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement.

3000-550-5750-575-8625-600-11625-625-14750-650-18000-675-21375-700-24875-725-28500.

Each permanent workman on the rolls of the company and who are part of this settlement shall be given an ad-hoc rise in their existing basic pay w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 3045/- pm	Rs. 652.50/- pm+ yearly increment	Rs. 652.50/- pm+ yearly increment.
II	Rs. 2695/- pm	Rs. 577.50/- pm+ yearly increment	Rs. 577.50/- pm+ yearly increment.
III	Rs. 2380/- pm	Rs. 510/- pm+ yearly increment	Rs. 510/- pm+ yearly increment.
IV	Rs. 1645/- pm	Rs. 352.50/- pm+ yearly increment	Rs. 352.50/- pm+ yearly increment.

On adding above amount into the existing Basic Pay & Personal Pay (drawn in July, 2017), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Personal Pay. It is agreed between the parties that the Personal Pay of the first year i.e. 1st July, 2017 shall be added to the fitment money of the second year i.e. 1st July, 2018 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as personal pay. Similarly the personal pay of second year shall be added to the fitment amount of the third year i.e. 1st July, 2019 and fitted at the respective step in the scale of pay and the residue amount in the third year shall be taken as Personal Pay. This personal pay shall be considered for calculating all benefits such

as overtime wages, provident fund, bonus, LTA, Gratuity.

Basic scales for new employees taken on Probation/Confirmation will be fitted into Basic scale in respective Grades depending on his qualifications and experience and is paid all allowances in the Grade at the discretion of the management.

It is agreed between the parties that if the management associate joins the union of workmen at any time, they shall be given the scale of pay as agreed above in clause 2 and fitted at appropriate step prospectively from the date they join the union.

It has been agreed between the Union and the Management that the amount of Rs. 200 shall be added into Basic Wage w.e.f. 1st July, 2017.

6.2 HOUSE RENT ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing House Rent Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 17	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 1995/- pm	Rs. 427.50/- pm	Rs. 427.50/- pm
II	Rs. 1645/- pm	Rs. 352.50/- pm	Rs. 352.50/- pm
III	Rs. 1330/- pm	Rs. 285/- pm	Rs. 285/- pm
IV	Rs. 595/- pm	Rs. 127.50/- pm	Rs. 127.50/- pm

House Rent Allowance will attract only contributions towards ESI and overtime benefit in accordance with the prevailing statute. It shall not be considered for the purpose of PF, Bonus, Gratuity and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.3 LUNCH ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Lunch Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for the purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

The present system of providing a subsidy of Rs. 14/- per meal will continue, however any further increase in the meal prices will be shared in the proportion of 75:25 between the Management and the employees respectively.

6.4 EDUCATION ALLOWANCE:

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Education Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

This allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.5 CONVEYANCE ALLOWANCE/TRANSPORT ALLOWANCE

Each permanent workman on the rolls of the company and who are part of this settlement shall be given a rise in their existing Conveyance Allowance/Transport Allowance w.e.f. 1st July, 2017 as follows:

Group	w.e.f. 1st July, 2017	w.e.f. 1st July, 2018	w.e.f. 1st July, 2019
I	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
II	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
III	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm
IV	Rs. 350/- pm	Rs. 75/- pm	Rs. 75/- pm

Conveyance Allowance/Transport Allowance shall not be considered for purpose of PF, Bonus, Gratuity, overtime and Leave encashment and shall be proportionately deducted in case of unpaid leave/unauthorized absence.

6.6 MEDICAL ALLOWANCE:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand.

7.0 MEDICAL SCHEME:

All such workmen who are exempted from ESIC scheme (as in Clause 7) will be covered under a suitable insurance policy for Medical Hospitalization Reimbursement Policy upto an

amount of Rs. 5,00,000/- per financial year for self, spouse and upto 2 dependent children upto 21 years of age. The hospitalization claim shall be directly settled with insurance company and all the terms and conditions as prevalent with the Insurance company will be applicable.

As and when the existing employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act, the hospitalization benefit scheme will cease to be in operation.

8.0 LEAVE TRAVEL ALLOWANCE:

All permanent employee on the rolls of the company will be paid an amount equivalent of one

month Basic Pay and Personal Pay as Leave Travel Allowance. All other conditions for availing LTA will be as per the LTA policy of the company and will remain the same.

9.0 SHIFT TIMINGS:

It is agreed that the shift timings will be as follows (in case of three shift working):

Shift	Timing	Lunch/Dinner
I	08.00 hrs.-16.00 hrs.	30 mins.
II	16.00 hrs.-00.00 hrs.	30 mins.
III	00.00 hrs.-08.00 hrs.	30 mins.
General	09.00 hrs.-17.30 hrs.	30 mins.

- a. It is also agreed that, as per the prevailing practice and business needs, the company will decide to work in One/Two/Three shifts/ Extended shift as and when the need arise as per business requirement or due to exigencies of work.
- b. Availability of operators at work place (place of work) at start of shift indicated above i.e. sharp 08.00 hrs. for first shift, 16.00 hrs. in second shift and 00.00 hrs. in third shift.
- c. During two shift operation
 - I. Machines to start within 10 minutes (i.e. 8:10 am in first shift) latest at beginning of shift.
 - II. No stoppage during first and second shift transition/handover.
 - III. Stoppage of machines 15 minutes before end of shift for cleaning purposes (at 11:45 pm in second shift).
 - IV. If there is no cleaning of machine in each shift that the machines in the first and second shift shall run without stoppage.
- d. Subject to Clause 10 (C) above, the Operators to follow running handover strictly.
 - I. Operator shall ensure that the machine is not stopped during the shift change and handover the machine in running condition to the next operator/assigned employee.
 - II. The operator shall ensure that he/she takes the handover prior or sharp at respective shift timings mentioned and notified from time to time.
 - III. Operator to remain at respective post till other operator/assigned employee is able to take over charge during shift Change.
 - IV. Operators to ensure that at no circumstances machine shall be stopped during the shift change. Similarly staggering shall be strictly followed during lunch/ dinner break.

e. Maximum number of late comings 3 (three) in a calendar month and max. Late time allowed in such case is upto 10 minutes, after which the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.

- f. Any operator punching his attendance card or reporting at place of work after 15 minutes from the start of the shift, the employee has to apply for half day alternatively salary for half day will be deducted. No intimation in this regards, may be given to the concerned operator. The same rule and calculation will hold good for employees leaving the workplace earlier than the designated time.
- g. Lunch break and dinner break timing of 30 mins. to be strictly followed and necessary staggering should be done.
- h. Shift operating personnel will remain at their posts until he is relieved by his successor or their supervisor is able to make other arrangements for their relieving.
 - I. Operators should remain at the work place and may leave workplace for IPC checks or only work related issues with permission of their supervisors.
 - II. Subject to Clause 10 (c) above, there will be no stoppage of machines during first, second shift and third shift transition and handover.
- III. Immediate communication in case machine stoppage to be given by the operator to the supervisor or maintenance engineer, to ensure maximum machine utilization and minimize the wastage.

9.0 SHIFT ALLOWANCE PAYMENTS:

All confirmed employee working in second shift will be paid a shift allowance of Rs. 40/- per second shift worked and Rs.-80/- incase of Third shift effective July, 2017. This will not be applicable for extended hours. Rules and regulations for claiming this allowance will be made in accordance with the provisions of the law relating to shift working. This amount will not attract any other benefit such as Provident Fund, Gratuity, Bonus and Overtime Payments.

10.0 LEAVE AND PAID HOLIDAYS:

All such workmen who are exempted from ESIC Scheme (as in Clause 7) will be given an additional 2 days of sick leave per calendar year (on pro-rata basis). These leaves will be withdrawn, as and

when the employee is again covered under ESIC scheme in future, whether prospectively or retrospectively, due to amendment in the ESI Act. All other terms and conditions with respect to leave and paid holidays as per the prevailing practice and as detailed in the Certified Standing Orders will be applicable.

11.0 OVERTIME:

Overtime shall be paid as per the provisions of the Factories Act, 1948 and other relevant statutes. This amount shall not be taken into account for PF, Gratuity, Bonus and Leave encashment. The overtime shall not be refused when asked due to exigencies of work.

12.0 LOAN:

The permanent workman shall be entitled, from the date of signing of this agreement for a 50% interest subsidy on personal loan of upto Rs. 1,80,000/-. The workman shall satisfy all the terms and conditions attached to the loan. The Company shall reimburse 50% of the interest charged by the bank to the workman in his/her monthly salary. Any rules and regulations made under the loan scheme in future shall be binding on all workmen. Till the loan amount is fully repaid, workmen will not be entitled to any other company loan. Prevalent rules as applicable under Income Tax will be applicable.

13.0 FESTIVAL ADVANCE:

The permanent workmen shall be entitled to avail festival advance of Rs. 5,000/- per year. The advance will be paid once a year, either for Ganesh Chaturthi, Diwali, Id or Christmas as per request made by the workmen in writing. The advance shall be deducted in 10 equal monthly instalments from the salary of the workmen from the month when the advance is availed.

14.0 MONSOON ALLOWANCE:

It is agreed between the parties that the prevailing practice shall continue in respect of this demand. An Amount of Rs. 750/- will be paid w.e.f. 2018 along with the salary in the month of May/June.

15.0 BONUS:

The Payment of Bonus shall be as per the provisions of the Payment of Bonus Act, 1965, and rules made thereunder.

16.0 INSURANCE POLICY:

All workmen would be covered under the Group Personal Accident Insurance Policy. The accident coverage for each workman will be for an amount of Rs. 1,00,000/- (Rupees One lakh only). The

coverage will be on a 24-hours basis. The terms and conditions prevailing as per the policy shall be binding.

17.0 LUMP SUM PAYMENT:

It is agreed that the company shall pay a one-time lumpsum amount of Rs. 5000/- as ex gratia as settlement signing incentive.

In appreciation of the Co-operation shown by the Union and as demanded by the Union and the Workmen the company has agreed that each workman/member of union who are on the rolls of the company on the date of signing of this settlement shall be paid lumpsum amount of Rs. 11500/- totalling to Rs. 805000/- as ex gratia to be paid as a part of the arrears arising out of the settlement.

It is also agreed between the Union/Workmen/Management/Company that both the Parties shall file a joint application before the appropriate authorities for an award/order in terms of the settlement in ref IT/10/20 and IT/3/21 as also following disputes pending before various authorities for finally disposing the matters.

Sr. No.	Brief	Filed by	Filed against	Case No.
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/ (PWA-2)/ 2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/ 2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/ (383)/ 2016 and other related matters on the subject

The Works committee will be constituted as per law laid down and committee shall be constituted within 90 days after the Award passed in terms of settlement by the Industrial Tribunal.

All pending enquiries against the workmen who are members of the Union will be mutually closed.

18.0 GENERAL PROVISIONS:

- a) The Union and the workmen have specifically agreed to implementation of various requirements/procedures under ISO, FDA regulations, GMP, EHS, Factories Act, I.D. Act, 1947 and gowning procedures and other Global/International authorities etc.
- b) This settlement is in full and final settlement of all demands raised by the Union in their charter of demands dated 20th June, 2020 mentioned in the recital of this case above and other demands, which are not specifically dealt with or not pressed in this settlement, shall be treated as settled.
- c) The Union and the workmen individually, Jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demands in respect of the workmen covered under this settlement, whether specifically covered or not pressed or withdrawn in this settlement and further agree not to raise any demand on behalf of these workmen involving any financial burden or otherwise on the company, directly or indirectly, during the currency of this settlement. The Company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this settlement.
- d) In case of a legislation or otherwise, any identical or similar higher benefits as accruing to the workmen under this settlement, are introduced in future by the Government, the Union and the workman, the company shall make good the difference to fall in line with such legislation. The workmen will be entitled to opt for benefits either under this settlement or the legislation in its totality, whichever is more beneficial to them but not both.
- e) Both parties also agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussions between the parties in accordance with the existing grievance procedure, and without either party resorting to any unilateral action. It is also agreed between the parties that in event that they do not arrive at a mutually acceptable solution, both parties will follow constitutional and legally established machinery/methods for the settlement of disputes and shall not resort to any direct and/or agitational methods.
- f) It is in interest of the Company and its workmen that the company must sustain and improve its competitive status and earning capacity. For this the union and its workmen agree to co-operate with the Management in all necessary efforts to continue to improve efficiency, productivity, various continuous improvement programmes and elimination of wastage. As a measure of the same it is agreed that workmen or employee shall co-operate and participate in the Lean management/GMP and different initiatives like +QDCI, VSM (Value Stream Mapping), works committee, or any other taken in this regards.
- g) It is expressly understood by the Union and it workmen that all the prevalent service conditions shall continue to remain unaltered and the union and the workmen agree to abide and follow these conditions for the overall efficiency of the Plant and the Company.
- h) It is understood by the Union and the workmen that any rules and regulations, existing practices, privileges, terms and conditions currently prevailing in the company as a matter of policy or statute which have not been expressly altered as a result of this settlement shall continue to remain in force and the union and its workmen shall abide by the same. Any alteration in the existing policy, rules and regulations, existing practices and privileges or introduction of any new policy, rules and regulations, practices and privileges by the Company during the tenure of this settlement in accordance with the existing law at the time of such alteration/introduction, and which does not prejudice the terms and conditions of this settlement shall be followed by the union and its workmen. Similarly any statute modified or introduced by the Government during the tenure of this settlement shall be complied with by the company as well as the union and its workmen.
- i) It is understood and agreed upon by the Union and its workmen that usage of Mobile phones in the Production area (Manufacturing and Packaging) and other restricted areas is not permitted. The workmen and all other employees of the company shall strictly abide by the Mobile Policy of the Company.

j) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the company and reduce the costs as an ongoing exercise. The Union and the Workmen shall continue to adhere to all measures adopted by the company from time to time towards this goal, including the following.

I. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvements in various Inputs.

II. Both parties agree to carry out modifications, abolition of wasteful practices, introduction of appropriate procedure for effective and maximum utilization of the operating time, and such other methods as may be considered appropriate jointly which will result into work simplification or overall improvement in the efficiency.

III. It is agreed that workman shall work in any section/department as per the requirement of the company. The Company may also depute workmen in other department/on any other job than currently handled by him for upgradation of his skill or due to exigencies of work or company requirements.

IV. It is agreed that workman shall adhere to working in shifts as notified from time to time and accepting overtime work as and when it is required. Workmen from the prior shift shall co-operate and continue to work on overtime after his regular duty hours in case of absenteeism or work requirement.

V. It is also agreed that safety of the plant, machinery/equipments and personnel is of paramount importance and both the parties shall protect it under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment wherever required as per safety norms required for personal safety.

VI. The concerned workmen shall handover proper charge at workplace during the change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless he is relieved by the next shift operator.

VII. It is agreed that the workmen will adhere to all the rules of the cafeteria/canteen including of lifting of self soiled plates and depositing the same in the bin provided in the canteen.

VIII. It is also agreed that all workmen will attend the training programmes they are nominated for as per the Company's training and development plans.

19.0 TENURE OF SETTLEMENT:

The settlement shall remain effective from 1st July, 2017 to 30th September 2020 and shall continue to remain in force thereafter until such time it is validly terminated by either of the parties as per the provisions of the Industrial Disputes Act, 1947.

It is further agreed that the arrears arising out of this settlement shall be paid to all the workmen as per list at Annexure A. The said payment shall be subject to any deductions under the prevailing laws and will be paid within 3 succeeding months from signing of the settlement. Any tax liability arising from any payment or other benefits introduced or revised under the settlement will be as per the Income Tax Act, 1961.

That this settlement shall be presented before the Industrial Tribunal, Panaji in References No. IT 10/20 IT 03/2021, IT 53/16, IT 13/18 & IT 06/20 and before the Office of the Commissioner of Labour and Employment in cases of Protected Workmen, Pravin Kande and Others bearing No. CLE/(PWA-2)/2018 & Works Committee with a prayer to make an Order in terms of this settlement.

It is agreed that with the signing of the settlement, all the differences or disputes pending cases/reference related to the Charter of Demands in Reference No. IT 10/20 and IT 03/2021 between the management and the workmen in the tribunal or with conciliation authority is deemed to have been settled. It is agreed that no fresh dispute on any issue which is settled under this settlement shall be raised with the management or with any authority under industrial/labour law during the subsistence of this settlement. In view of the above settlement it is specifically agreed between the parties for the disposal of all the matters mentioned hereinbelow that Union will withdraw all the following case or file and shall make applications before the appropriate authority to pass no dispute award for the disputes mentioned hereinbelow.

Sr. No.	Brief	Filed by	Filed against	Case No.
1.	Special allowance	Union	Sanofi India Ltd.	IT/53/16
2.	Withdrawal of special allowance	Union	Sanofi India Ltd.	IT/13/18
3.	Protected Workmen	Union	Sanofi India Ltd.	All pending cases
4.	Deduction of special allowance	Pravin Kande & others	Sanofi India Ltd.	CLE/ /(PWA-2)/ /2018
5.	Refusal to work	Union	Sanofi India Ltd.	IT/06/ /2020
6.	Works Committee	Union	Sanofi India Ltd.	CLE/TA/ /(383)/ /2016 and other related matters on the subject

20.0 That in consideration of the management having agreed to their demands as specified in this settlement, during the period of its operation the workers who are beneficiaries of the settlement and the Union agree that they will not, either jointly or severally, raise/support any demand involving any additional financial burden upon the management, or support any move likely to disrupt any of the operations of the Management, which may directly or indirectly cast a financial burden on the company.

For the following three workmen who were confirmed in between the tenure of the settlement their payment mode will be as follows:

E Code	Name	DOJ
130042	Surat Gaonkar	14-09-2017
99227	Kumar Kamble	14-09-2017
99070	Jitendra Usapkar	13-05-2017

The above three workmen would be only eligible for settlement benefit from July, 2018. Further, they would be paid annual basic increment of April, 2018. If the said employees had taken MA increments for the year April 18, then the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

Further, employees joined the union on 17-07-2017 would be eligible for Settlement benefit from July, 2017. Further, employees joined the union on 28-06-2018 would be eligible for Settlement benefit from July, 2017. Further they will be paid annual basic increment of April, 2018 as per the settlement. Further, if these set of workmen had taken MA increments for the year April, 2018 than the same stands to be relinquished by them and would be recovered from the arrears paid arising out of this settlement.

21.0 OTHER CONDITIONS OF SERVICE:

That all other terms and conditions of service, more particularly including all those specified in the letter of appointment of probation/confirmation, Certified Standing Orders and existing rules and regulations as the case may be, in the employment of the management) not modified in this settlement, will continue unaltered.

12. It is hereby agreed by and between the parties that any technical, legal, arithmetical and typographical error that may have inadvertently crept up in the settlement, will be resolved and rectified mutually and neither party will take undue advantage if any.

13. The above Memorandum of Settlement has been signed by representative of Party I, Mr. Arvind Sawant, President, Dr. Raghunath Kuchik, General Secretarial and other Committee Members, so also the representative of Party II, Shri Magno Fernandes, Site Director, Goa Site and Mr. Shailendra Bidye – Site HR Head, Goa Site and the other Officials on behalf of Party II. I have gone through the application dated 09-06-2021 along with the Memorandum of Settlement at Exh. 7 colly filed as above, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

14. In view of above, I pass the following:

ORDER

- (i) The reference at the instance of both the Parties stands disposed off in view of the application dated 09-06-2021 at Exhibit 7 colly.
- (ii) Consequently, the benefits of the Settlement shall be extended to the workmen of Party I.

- (iii) No order as to costs.
 (iv) Inform the Government accordingly.

Sd/-
 (Bela N. Naik)
 Presiding Officer,
 Industrial Tribunal and
 Labour Court.

Dated:- 22-06-2021.

Place:- Panaji-Goa.

Department of Official Language

Directorate of Official Language

Order

No. 4/30/2020/DOL/Admn./Prob. &
 Confirm.GPSC/334

On the recommendation of Goa Public Service Commission as conveyed vide their letter No. COM/II/12/63(1)/2021/220 dated 10-08-2021, the Government of Goa is pleased to declare the following Group 'B' Non-Gazetted Officer of Directorate of Official Language, Panaji-Goa to have satisfactorily completed his probation period and confirm him in the post with effect from the date mentioned in the respective column against his name.

Sr. No.	Name of the officer	Designation	Date of completion of probation period
1.	Shri Seby Fernandes	Senior Translator (Konkani)	13-11-2018

By order and in the name of Governor of Goa.

Prasanna Acharya, Director & ex officio Addl. Secretary (Official Language).

Panaji, 26th August, 2021.

Department of Personnel

Order

No. 22/19/2019-PER/2187

In pursuance to Rule 16 of the Goa Police Service Rules, 1997, the following Junior Scale Officers (Dy. Superintendent of Police) of Goa Police Service who are on probation are hereby drafted for 45 days Departmental Training to be held from 20-09-2021 (all working days including Saturdays)

to Goa Institute of Public Administration & Rural Development, Ella Farm, Old Goa from 9.00 a.m. to 6.00 p.m.

1. Smt. Maria Monserrate.
2. Shri Anthony Monserrate.
3. Shri Gurudas N. Gawade.
4. Shri Edwin M. S. Colaco.
5. Shri Nelson Albuquerque.
6. Smt. Sucheta B. Dessai.
7. Smt. Ezilda D'Souza.
8. Smt. Sunita Sawant.
9. Shri Rajendra V. R. Dessai.
10. Shri Dharmesh G. P. Angle.
11. Shri Kiran J. Poduval.
12. Shri Prabhod B. Shirwaikar.
13. Harishchandra V. Madkaikar.
14. Shri Santosh S. Desai.

The above Officers at Sr. No. 1 to 11 have been given one time relaxation to pass Departmental Examination in terms of Rule 30 of the Goa Police Service Rules, 1997.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 2nd September, 2021.

Department of Public Health

Order

No. 42/16/2021-I/PHD/1949

With a view to facilitate full vaccination of all the teachers and non-teaching staff of all schools upto Std. XIIth to enable early re-opening of the Schools, the Council of Ministers in its LIIIrd meeting held on 25-08-2021 has taken the following decision:-

"The minimum time interval required for the 2nd dose of COVISHIELD vaccine for all teaching and non-teaching staff be reduced to six weeks and that the Principal/Head of Educational Institution be the requisite competent authority to certify such staff members, who should be vaccinated".

In view of the above, all vaccination centres shall allow 2nd dose of vaccination for all teaching and non-teaching staff after 06weeks of the first dose as per the decision of the Council of Ministers.

By order and in the name of the Governor of Goa.

Vikas S. N. Gaunekar, Additional Secretary (Health).

Porvorim, 31st August, 2021.

Order

No. 5/78/2018-II/PHD/1619

In terms of newer guidelines of Ministry of Health and Family Welfare, Government of Delhi, Government is pleased to constitute Governing Body (GB) of Rogi Kalyan Samiti Committee for Goa Medical College & Hospital, Bambolim comprising of the following members as under:-

1	2	3
1. Secretary (Health)	—	Chairperson.
2. Collector, North	—	Member.
3. Dean, Goa Medical College	—	Member.
4. Chairperson, North Goa Zilla Panchayat	—	Member.
5. Mayor, Corporation of City of Panaji	—	Member.
6. Commissioner, Corporation of City of Panaji	—	Member.
7. Director, Directorate of Panchayats	—	Member.
8. Director, Directorate of Health Services	—	Member.
9. Director, Directorate of Women & Child Development	—	Member.
10. Director, Directorate of Social Welfare	—	Member.
11. Principal Chief Engineer, Public Works Department	—	Member.
12. Principal Chief Engineer, Electricity Department	—	Member.
13. Dr. (Mrs.) Pramod Salgaonkar	—	Member.
14. Shri Gouresh Dhond	—	Member.
15. Fr. Anthony Fernandes	—	Member.
16. Dr. Ruando D'Sa	—	Member.
17. Dr. Olavo Rebello	—	Member.
18. Dr. Ajit Nagarsekar	—	Member.
19. Medical Superintendent, Goa Medical College	—	Member Secretary.

By order and in the name of the Governor of Goa.

Gautami S. Parmekar, Under Secretary (Health-I)/Link.

Porvorim, 25th August, 2021.

Order

No. 5/78/2018-II/PHD/1618

In terms of newer guidelines of Ministry of Health and Family Welfare, Government of India, New Delhi, Government is pleased to constitute

Executive Committee (EC) of Rogi Kalyan Samiti Committee for Goa Medical College & Hospital, Bambolim comprising of the following members as under:

1	2	3
1. Dean, Goa Medical College	—	Chairperson.
2. Chairperson, North Goa Zilla Panchayat	—	Member.
3. Commissioner, Corporation of City of Panaji	—	Member.
4. Director, Directorate of Panchayats	—	Member.
5. Director, Directorate of Health Services	—	Member.
6. Director, Directorate of Women & Child Development	—	Member.
7. Director, Directorate of Social Welfare	—	Member.
8. Principal Chief Engineer, Public Works Department	—	Member.
9. Principal Chief Engineer, Electricity Department	—	Member.
10. Dr. (Mrs.) Pramod Salgaonkar	—	Member.
11. Shri Gouresh Dhond	—	Member.
12. Fr. Anthony Fernandes	—	Member.
13. Dr. Ruando D'Sa	—	Member.
14. Dr. Olavo Rebello	—	Member.
15. Dr. Ajit Nagarsekar	—	Member.
16. Medical Superintendent, Goa Medical College	—	Member Secretary.

By order and in the name of the Governor of Goa.

Gautami S. Parmekar, Under Secretary (Health-I)/Link.

Porvorim, 25th August, 2021.

**Department of Revenue****Order**

No. 26/2/98-RD(Part-II)/8576

Government is pleased to accept the notice of Voluntary Retirement dated 25-06-2021 tendered by Kum. Domiana Nazareth, Superintendent of Surveys & Land Records North in the Directorate of Settlement and Land Records, Panaji on completion of 15 years of qualifying service in terms of Rule 48-A(2) of CCS (Pension) Rules, 1972 and as

per provisions of OM No. 12/1/89 Fin (R&C) dated 29-11-1989, and is permitted to retire from service voluntary w.e.f. 24-09-2021 (f.n.).

By order and in the name of the Governor of Goa.

Sudin A. Natu, Under Secretary (Revenue-I).

Porvorim, 31st August, 2021.

Department of River Navigation

Order

No. RND/Admn/1/530/06/21-22

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission, Panaji vide their letter No. COM/II/11/41(1)/2021/128 dated 16-07-2021, Shri Amar A. Gawde, Supervisor Gr. "C" is hereby promoted to the post of Workshop Superintendent, Group "B" Gazetted in the pay matrix in Level-7 (pre-revised scale of PB-2 Rs. 9,300-34,800+G.P. Rs. 4,600) in Marine Workshop, River Navigation Department, Betim on regular basis with immediate effect. His pay shall be fixed as per rules.

Shri Amar A. Gawde, shall be on probation for a period of two years.

The expenditure in respect of his pay and allowances will be debited to 3056—Inland Water Transport Services, 00, 105—Landing Facilities, 02—Repairs and Maintenance (Non-Plan), 01—Salaries.

Capt. *James Braganza*, Captain of Ports & ex officio Joint Secretary.

Betim, 20th August, 2021.

Department of Transport

Directorate of Transport

Order

No. D.Tpt/EST/285-IV/2021/2284

On the recommendation of the Goa Public Service Commission, Panaji conveyed vide their letter No. COM/II/11/49(1)/2015/184 dated 03-08-2021, the Government is pleased to promote the below mentioned Official to the post of Assistant Director of Transport (Group 'B' Gazetted), in the Pay Band of Rs. 9,300-34,800+4,600/- corresponding to Level 7 of the Pay Matrix on

regular basis with immediate effect and post him as detailed hereunder:-

Sr. No.	Name of the officer	Posting on promotion
1.	Shri Luisito Edwin De Souza	Assistant Director of Transport, North, Panaji-Goa.

The above said officer shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Rajan Satardekar, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 1st September, 2021.

Order

No. D.Tpt/EST/285-IV/2021/2285

On the recommendation of the Goa Public Service Commission, Panaji conveyed vide their letter No. COM/II/11/49(1)/2015/184 dated 03-08-2021, the Government is pleased to promote Shri Cedric J. Souza Cordeiro, Motor Vehicles Inspector to the post of Assistant Director of Transport (Group 'B' Gazetted) in the Pay Band of Rs. 9,300-34,800+4,600/- (GP) corresponding to Level 7 of Pay Matrix on "officiating basis" with immediate effect against the 01 S. T. vacancy till eligible S.T. Officers come in the zone of consideration and post him as Assistant Director of Transport, Canacona-Goa.

Consequently, Shri Rajesh G. Naik, Assistant Director of Transport, Dharbandora who vide order No. 5/2/93-Tpt/PF/2021/1693 dated 05-07-2021 was directed to hold additional charge as Assistant Director of Transport, Canacona is hereby relieved of the said additional charge.

By order and in the name of the Governor of Goa.

Rajan Satardekar, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 1st September, 2021.

Department of Urban Development (Municipal Administration)

Order

No. 14/DMA/STAT/Transp4All/2021-22/1975

The Government of Goa through Imagine Panaji Smart City Development Limited (IPSCDL) has

constituted an Transport 4All Task Force (TTF) for "Transport4All" Digital Innovation Challenge to encourage ownership from all agencies/organisations, facilitate seamless co-ordination, and leverage complementary strengths of the various agencies.

The composition of the TTF will be as follows:

1. The Director, Directorate of Transport — Chairman.
2. The Commissioner, Corporation of the City of Panaji — Member.
3. Deputy Collector, North Goa — Member.
4. Police Inspector, Traffic Cell, Panaji — Member.
5. Executive Engineer, Public Works Department, WD-II — Member.
6. Senior Town Planner, Town & Country Planning Department, Panaji — Member.
7. General Manager, Kadamba Transport Corporation Ltd. — Member.
8. Deputy Town Planner, Greater Panaji Planning & Development Authority — Member.
9. Head of the Department (Civil Department), Goa College of Engineering — Member.
10. The President, Goa Auto Rickshaw Association — Member.
11. The President, All Goa Taxi Union Association — Member.
12. Member, Panaji Urban Living Lab — Member.
13. General Manager, Imagine Panaji Smart City Development Limited shall be the convener — Member.

Responsibilities of Transport 4All Task Force (TTF) would be:

1. To understand the concerns and needs of all stakeholders through surveys and consultations.
2. Define problem statements based to top concerns and needs.
3. To ensure that solutions developed by startups work for all stakeholders.
4. To oversee the rollout of the pilots and evaluate their impacts.

The above order is issued with the approval of the Government vide U.O. No. 4454/F dated 22-07-2021.

By order and in the name of the Governor of Goa.

Gurudas P Pilarnekar, Director & ex officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 2nd September, 2021.

Order

No. 14/DMA/STAT/Corrs of IPSCDL/2021-22/1981

The Government of Goa through Imagine Panaji Smart City Development Limited (IPSCDL) has constituted an Inter-Departmental Committee/Task Force for Rejuvenation of St. Inez Creek under the Project Urban Living Lab (PULL).

The composition of the Task Force for St. Inez Creek will be as follows:

1. Secretary, Urban Development, Government of Goa — Chairman.
2. The Commissioner, Corporation of the City of Panaji (CCP) — Member.
3. MD & CEO, Imagine Panaji Smart City Development Limited (IPSCDL) — Member-Convener.
- The Chief Engineer, Department of Water Resources (WRD) — Member.
4. The Principal Chief Engineer, Public Works Department (PWD) — Member.
5. The Chief Town Planner, Town & Country Planning Department, Panaji — Member.
6. The Member Secretary, Goa State Pollution Control Board (GSPCB) — Member.
7. The Captain, Captain of Ports Department — Member.
8. The Director, Department of Urban Development — Member.
9. Member Secretary, Goa State Bio-diversity Board (GBBD) — Lead Member.
10. Member Secretary, Goa Coastal Zone Management Authority (GCZMA) — Lead Member.
11. Mr. Bryan Soares, Architect and Former President of Architecture Association of India, Goa Chapter — Lead Member.

The Task Force under the Project Urban Living Lab (PULL) would implement the rejuvenation project through strategies such as:

- i. Urban Flood Management.
- ii. Urban Water Body Management.
- iii. Urban Mobility.
- iv. Any other areas of interest that may be added from time to time.

The above order is issued with the approval

of the Government vide U.O. No. 3021/F (Hon'ble Chief Minister) dated 25-05-2021.

By order and in the name of the Governor of Goa.

Gurudas P. Pilarnekar, Director & ex officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 3rd September, 2021.

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